

Attachment (1) - Purchase Order Terms and Conditions

BY THE ACCEPTANCE OF THIS ORDER AND/OR COMMENCEMENT OF ANY WORK, SELLER AGREES THAT THE PERFORMANCE OF WORK WILL BE GOVERNED BY THE FOLLOWING TERMS AND CONDITIONS:

(Section headings are for purposes of convenience only and are not intended to form a part of nor be used for interpretation of the text hereof.)

1. DEFINITIONS:

- (a) "Buyer" shall mean JSL Technologies, Inc. (JSL).
- (b) "Seller" shall mean the person or entity signing this Order to perform the Work required by the buyer.
- (c) "Order" shall mean all terms and conditions, exhibits, amendments or other such documents set forth herein which shall govern the Work performed by Seller.
- (d) "Work" shall mean the services of Seller's personnel described by Buyer and any other Work as may be added to or performed in connection with this Order.
- (e) "Jobsite" shall mean the area or location designated by Buyer at which Work is performed.
- (f) "Client" shall mean the person or entity from whom Buyer has been issued a Prime Contract to perform services.

2. RELATIONSHIP OF PARTIES: Seller, including its employees, agents or representatives, shall be deemed an independent contractor and not an agent or employee of Buyer. All benefits, coverages and claims of its employees shall be the sole obligation of Seller. Unless specifically authorized by Buyer, Seller shall have no authority to make commitments of any kind on behalf of Buyer.

3. SELLER'S EMPLOYEES: Seller shall at Seller's cost furnish competent, skilled, trained, and qualified employees experienced in the type of Work to be performed. Seller shall, when requested by Buyer, promptly remove at Seller's cost any person considered by Buyer to be incompetent, unsatisfactory or undesirable for any reason. Such person shall not be employed at the Jobsite without the prior written consent of the Buyer. Seller shall provide Buyer, upon request, the number of hours worked on Buyer's jobsite on a monthly basis.

4. NO CONFLICT: Contractor represents and warrants that its performance of this Contract will not conflict with any other contract to which Contractor is bound, and while working on this Contract, Contractor will not engage in any such consulting services or enter into any agreement in conflict with this Contract. At no time during the past twelve months has Contractor been a Federal, State or Local Government employee who has been substantially involved in the procurement of Buyer products for such government entity. Any organizational conflicts of interest (OCI) must be reported to buyer along with a mitigation plan prior to performing any service or providing products.

5. WARRANTY: Seller warrants that the Seller and its employees shall, in performing Work hereunder, exercise the degree of skill, care and diligence consistent with the highest industry standards and perform Work in a manner which conforms to the specifications provided by Buyer. Should Seller fail to perform to those standards, it shall (a) without cost to Client or Buyer, re-perform and correct any substandard Work; and (b) reimburse Buyer for Buyer's direct, incidental, consequential damages or other costs resulting from or arising in connection with breach of such warranty. If Seller fails to replace or correct any such Work after reasonable notice, Buyer may, at its sole option, cause such Work to be replaced or corrected and all costs and expenses incurred in connection therewith shall be borne by Seller. If the deficiency in the Work poses an immediate health and safety risk to Buyer, Client or others, then Buyer shall have the right to direct re-performance and correction of the substandard Work by the most immediate means available, and reasonable costs thereof shall be borne by Seller. Any Work corrected as a consequence of this Article shall be subject to the same warranty as provided for the original work. The rights and remedies of Buyer as provided in this Article and elsewhere in this Order shall in no way limit any other rights and

remedies Buyer may have under this Order or at law or in equity.

6. **PAYMENT:** Payment shall be as specified in the Order and shall be from date or receipt of an acceptable invoice or acceptable delivery of product or completion of work; whichever is later. In no event shall finance or interest charges be paid by Buyer. Buyer may retain 10% of each invoice until final acceptance of performance. Final acceptance shall be deemed to occur upon full completion of all Work required hereunder in strict accordance with the terms hereof. If requested by Buyer, Seller shall also be required to submit an executed Subcontractor Release Form (to be provided by Buyer) prior to receipt of final payment.

7. **COMPLIANCE:** Seller shall fully comply with all Federal, State and local laws, ordinances, statutes, rules, regulations, license and permit conditions or requirements (hereinafter "Laws"), including but not limited to all Laws pertaining to the environment and/or natural resources, all Laws pertaining to employment, health and safety, and any and all other Laws affecting Seller's performance of Work hereunder. All fees and charges in connection with Seller's compliance with applicable Laws shall be borne by Seller. In the event of violation by Seller of any Laws, or the failure of Seller to comply with same, Seller shall pay all fines, penalties and other expenses, including attorney's fees, imposed upon or incurred by Seller or Buyer in connection therewith. In addition, compliance with the Federal Acquisition Regulations (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) Clauses listed in the table below is mandatory: FAR and DFARS clauses, to the extent they are not required to apply to Seller or by dollar value, are self-deleting.

FAR/DFAR Clauses	
52.202-1	Definitions Nov 2013
52.203-3	Gratuities (Apr 84)
52.203-5	Covenant Against Contingent Fees (May 2014)
52.203-6	Restrictions on Sub-Contractor Sales to the Government (Sep 2006)
52.203-7	Anti-Kickback Procedures (May 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)
52.203.11	Certification & Disclosure Regarding Payments to Influence Certain Federal Transaction (Sep 2007)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)
52.204-2	Security Requirements (Aug 1996) (Alt. I)
52.204.23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
52.204.25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
52.209-5	Certification Regarding Responsibility Matters (Oct 2015)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015)
52.215-2	Audit and Records- Negotiation (Oct 2010) (Alt. II Aug 2016)
52.215-12	Subcontractor Certified Cost or Pricing Data
52.215-16	Facilities Capital Cost of Money June 2003
52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997) (when cost of money is not proposed)
52.219-8	Utilization of Small Business Concerns (Nov 2016)
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation (May 2014)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (Jan 2018)
52.222-20	Contracts for materials, Supplies, Articles and Equipment Exceeding \$15,000 (May 2014)

52.222-21	Prohibition of Segregated Facilities (Apr 2015)
52.222-22	Previous Contracts & Compliance Reports (Feb 1999)
52.222-26	Equal Opportunity (Sep 2016)
52.222-35	Equal opportunity for Veterans (Oct 2015)
52.222-36	Equal Opportunity for workers with Disabilities (Jul 2014)
52.222-37	Employment Reports on Veterans (Feb 2016)
52.222-50	Combating Trafficking in Persons (March 2015)
52.222-54	Employment Eligibility Verification (Oct 2015)
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013)
52.223-6	Drug-Free Workplace (May 2001)
52.225-13	Restrictions on Certain Foreign Purchases (June 2008)
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)
52.227-1	Authorization and Consent (Dec 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
52.227-10	Filing of Patent Applications – Classified Subject Matter Dec 2007
52.230-1	Cost Accounting Standards Notices and Certification
52.230-6	Administration of Cost Accounting Standards
52.232-8	Discount for Prompt Payment Feb 2002
52.232-23	Assignment of Claims (May 2014)
52.232-25	Prompt Payment Jan 2017
52.233-3	Protest After Award (Aug 96) (Alt. I)
52.242-13	Bankruptcy (Jul 1995)
52.243-1	Changes – Fixed Price (Aug 1987) – Alt. II
52.243-7	Notification of Changes (Jan 2017) (Note: Paragraph (b) - 30 days; paragraph (d) -60 days)
52.244-5	Competition in Subcontracting (Dec 96)
52.245-2	Government Property Installation Operation Services (Apr 2012)
52.246-2	Inspection of Supplies - Fixed Price (Aug 96)
52.246-4	Inspection of Services - Fixed Price (Aug 96)
52.246-24	Limitation of Liability-High Value Items (Feb 97)
52.249-1	Termination for Convenience of the Government (Fixed Price) (Short Form) (Apr 84)
52.249-2	Termination for Convenience of the Government (Fixed Price) (Apr 2012)
52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984)
52.251-1	Government Supply Sources Apr 2012
52.253-1	Computer Generated Forms (Jan 91)
252.203-7000	Statutory Prohibitions on Compensation to Former Department of Defense Employees (Sep 2011)
252.203-7001	Prohibition on Persons Convicted on Fraud or Other Defense Contract Related Felonies (Dec 2008)
252.203-7002	Requirement to Inform Employees of Whistleblower Rights (Sep 2013)

252.205-7000	Provision of Information to Cooperative Agreement Holders (Dec 91)- Commercial Items
252-211-7003	Item Unique Identification and Valuation
252.225-7001	Buy American Act and Balance of Payments Program (Dec 2017)
252.225-7002	Qualifying Country Sources as Subcontractors (Dec 2017)
252.225-7021	Trade Agreements (Dec 2017)
252.225-7013	Duty-Free Entry-Qualifying Country End Products and Supplies (May 2016)
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (June 2011)
252.227-7013	Rights in Technical Data Non-commercial items (Feb 2014)
252.227-7026	Deferred Delivery of Technical Data or Computer Software (Apr 88)
252.227-7027	Deferred Ordering of Technical Data or Computer Software (Apr 88)
252.227-7030	Technical Data - Withholding of Payment (Mar 2000)
252.227-7037	Validation of Restrictive Markings on Technical Data (Sep 2016)
252.227-7039	Patents-Reporting of Subject Inventions (Apr 90)
252.231-7000	Supplemental Cost Principles (Dec 91)
252.242-7004	Material Management and Accounting System (May 2011)
252.244-7001	Contractor Purchasing System Administration
252.246-7000	Material Inspection and Receiving Report (Mar 08) (Note: Not required for subcontracts for which the deliverable is a scientific or ethnical report.)
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System (Aug 2016)
252.247-7023	Transportation of Supplies by Sea (Apr 2014)
252.251-7000	Ordering from Government Supply Sources (Aug 2012)

Full text of clauses is available upon request. It is the Seller's responsibility to ensure full compliance with the stipulations in these regulations.

8. **PACKAGING and SHIPPING:** Any goods purchased hereunder must be suitably packed and prepared for shipment to secure the lowest transportation rates or appropriately packed to comply with any specific transportation specifications of Buyer, and in all cases, to comply with carrier's regulations. All charges for packing, crating and transportation are included in the price for the goods set forth herein and will be paid by Seller. A Packing List shall accompany each box or package shipment showing the order number specified hereon as well as the item number and a description of the goods. In the event that no such Packing List accompanies any shipment, the count, weight or other measure of Buyer shall be final and conclusive. Buyer shall not be obligated to accept any shipments in excess of the ordered quantity and any excess or advance shipments may be returned to Seller at Seller's expense.

9. **INSURANCE:** Seller shall furnish to the Buyer within ten (10) days following the receipt of this Order a Certificate of Insurance acceptable to Buyer evidencing compliance with the minimum insurance coverage required by Buyer. Buyer may request that Seller provide copies of insurance policies to Buyer for review within fifteen (15) days of commencement of Work.

10. **CHANGES:** No changes in the Work constituting a change to the Scope of Work or resulting in cost or schedule changes shall be made except upon written order of the Buyer. Any claim made by Seller for adjustment to the contract price, performance schedule, or both, shall be deemed waived unless asserted in writing no later than five (5) days from Seller's first knowledge of the change. Under no circumstances shall any pending claim or dispute excuse Seller from proceeding with its performance under this Order.

11. FORCE MAJEURE: Time is of the essence in Seller's performance of Work under this Order. Seller shall not be considered in default in the performance of its obligations hereunder to the extent that such performance is delayed by causes outside its control and not due to its fault or negligence and not reasonably foreseeable or, if foreseeable, cannot be avoided by the exercise of all reasonable efforts, including acts of civil or military authority, acts of God, acts of war, acts of government, riot, insurrection, blockages, embargoes, sabotage, epidemics, fire, flood, and/or famine. No such interruption shall relieve Seller of its duty to perform or give rise to any damages or additional compensation from the Buyer. Seller has as its sole remedy against Buyer in the event of such interruption the right to seek an extension of time for performance equal to the time lost as a result of said interruption. In the event of such interruption, the Seller shall notify Buyer in writing within two (2) working days of the nature, cause, date of commencement and anticipated extent of such delay and its effect on the scheduling of performance. Any request for an extension of time by reason of such interruption shall be given to the Buyer within two (2) days after the end of the interruption.

12. TERMINATION: Buyer has the absolute right to terminate or suspend Work under this Order by written notice to Seller. Such termination or suspension may be in whole or in part and shall be at the sole discretion of the Buyer, may be done at any time and may be for any reason whatsoever. Notice of termination or suspension may specify the schedule and manner and other conditions of the termination or suspension and Seller shall comply therewith. In such event, Seller shall be entitled to payment for the Work performed up to the time of such termination or suspension in accordance with the terms of this Order, including such expenditures as in the judgment of Buyer are necessarily incurred by Seller in the orderly termination or suspension of its Work as prescribed in the notice. If Work is suspended or terminated for default, then Seller shall be responsible for all damages or costs incurred by Buyer.

13. KEY PERSONNEL (if applicable): The Key Personnel specified for this Work are considered to be essential to the Work being performed hereunder. Prior to diverting any of the specified individuals to other programs, Seller shall notify Buyer not less than ten (10) days in advance and gain approval of Buyer. Seller shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation. No substitutions or deviations shall be made by the Seller without the written consent of Buyer.

14. CONFIDENTIALITY: Unless otherwise authorized by Buyer, Seller shall keep all information relating to this Order and Work hereunder confidential. Further, to the extent that the Work under this Order requires that the Seller be given access to confidential or proprietary business, technical or financial information belonging to the Client, Buyer or other companies, Seller shall after receipt thereof, treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Buyer in writing. Seller shall not disclose or release any information, news release, public announcement, advertisement or other such publicity concerning this Order or the Work or services hereunder to any third party without the express approval of Buyer. The restrictions set forth herein shall continue in effect upon completion or termination of this Order.

15. DRAWINGS, DATA AND WORK (if applicable): Seller shall submit any drawings required for performance of this Order for review by Buyer. Seller shall comply with all comments of the Buyer regarding such drawings, but Buyer's review shall not relieve Seller of its responsibility for correctness of engineering, design, workmanship, material and all other aspects of the Work or from any other liability hereunder. Omissions from design drawings and technical data (Data) which are manifestly necessary to carry out the Work shall not relieve the Seller from performing such omitted details or Work, but they shall be performed as if fully and correctly set forth and described in the Data. All documents including but not limited to studies, calculations, assumptions, data, findings, results and reports and other information resulting from the performance of Seller hereunder are confidential and the exclusive property of Buyer. Seller shall unless otherwise directed, deliver to Buyer all such documents and information and Buyer shall have the right to use them for any purpose whatsoever.

16. GOVERNING LAW: This Order shall be and is deemed to be made under the laws of the State of California, excluding any conflict of law provisions.

17. ASSIGNMENT: Seller shall not assign this Order, delegate the Work authorized to be performed

hereunder or subcontract or otherwise sublet the whole or any part of said Work without the prior written consent of Buyer. Any Work authorized to be subcontracted shall be performed in accordance with the terms and conditions of this Order and any attachments. Nothing contained herein shall relieve the Seller from its liability to Buyer for the performance and the completion of Work described herein by the time and manner specified. Seller shall at all times be responsible for the actions, operations and services of its subcontractor personnel.

18. ACCEPTANCE OF DELIVERABLES: Buyer will notify Contractor in writing within fifteen (15) days of receiving any material or services whether the material or services are accepted or rejected. Buyer may reject any deliverable which does not comply with the Description of Work and/or with Buyer's specifications. Buyer's failure to notify Contractor within the specified time constitutes acceptance of deliverable. If Buyer rejects it, Buyer may either terminate the Contract pursuant to paragraph 7(a) or allow Contractor an opportunity to revise the deliverable to render it acceptable to Buyer. All materials must be new and within Buyer's specifications. Any unused surplus must be clearly identified as such and disclosed prior to delivery.

19. NON-WAIVER: Failure by Buyer in any instance to insist upon observance or performance by the Seller of all terms, conditions or provisions of this Order shall not be deemed a waiver by Buyer. No waiver shall be binding upon Buyer unless in writing, signed by Buyer, and shall then be for the particular instance only. Payment of any sum by Buyer to Seller with or without the knowledge of any breach shall not be deemed to be a waiver of any such breach or any other breach, nor shall such payment constitute an acceptance of the Work not in accordance with this Order to relieve Seller of its obligation hereunder.

20. JOBSITE CONDITIONS: Seller warrants that Seller and its employees are familiar with the Work, the Jobsite and its environs, the availability of and access to medical and emergency services, and physical and other conditions, including without limitation: hazardous substances, materials, agents or vapors, both surface and subsurface, which may exist at the Jobsite and the previous use of the Jobsite and all other matters in connection with or relevant to the safe, proper and efficient conduct of the Work to be performed under this Order. Seller further warrants that allowances have been made including but not limited to the appropriate qualifications of Seller's personnel and any and all such conditions and contingencies in its pricing.

21. JOBSITE REGULATIONS: Seller shall comply with Jobsite regulations, Health and Safety Plan and other required plans and all changes and additions thereto. Seller shall not permit or suffer the introduction or use of intoxicants, narcotics or any illegal activity on the Jobsite, or on any of the grounds occupied or controlled by Seller.

22. FLOWDOWN PROVISIONS: Buyer reserves the right to include, and Seller agrees to comply, with any flowdowns from Buyer's Prime Contract.

23. PERFORMANCE AND PAYMENT BONDS (if applicable): The proper and timely submission of any performance and payment bonds required hereunder is a material condition for award/performance of this Order. Seller is not authorized to proceed with Work until all required bonds have been obtained and deemed acceptable by Buyer.

24. LABOR DISPUTES: When an actual or potential labor dispute or other condition delays or threatens to delay the timely performance of this Order, Seller shall immediately notify Buyer in writing. Such notice shall include all relevant information regarding such dispute including steps Seller is taking or will take to resolve the dispute or other condition. Seller shall insert the essence of this clause in all awards issued hereunder.

25. STOP-WORK ORDER: Buyer may, at any time, by written notice to Seller, stop all or part of the Work hereunder for up to ninety (90) days. Upon receiving a stop-work order Seller shall immediately comply with its terms and take all reasonable steps to avoid incurring any additional costs allocable to such Work. Within ninety (90) days after the effective date of the stop-work order, Buyer shall (i) cancel the stop-work order; (ii) terminate all or a portion of the affected work, or (iii) continue the stop-work order. Buyer agrees to make a good faith effort to negotiate an equitable adjustment in the delivery schedule and/or price hereunder if

the stop-work order results in an increase in time or cost for performance. Seller must assert a claim for equitable adjustment with fifteen (15) days after the end of the Work stoppage.

26. INSPECTION (if applicable): Seller shall provide and maintain an inspection system covering the Work, including material and services, to be furnished under this Order. Records of such system shall be maintained and available to Buyer and/or Client. Buyer and/or Client shall have the right to inspect any Work furnished by Seller and may reject and/or require reperformance of any Work not performed in accordance with the requirements set forth herein. If any Work or portion thereof is determined to be unsuitable, defective or in violation of any law, rule or regulation, including any legal requirement relating to the environment or the handling of hazardous materials, Seller shall bear and pay all expenses incidental to the correction of unsuitability and/or correction of such Work, including without limitation any fines or penalties.

27. WORK PERFORMED AT SELLER'S RISK: Seller shall perform all Work at its risk, and if the Work or any portion thereof is damaged in any way prior to final completion and acceptance, then Seller shall promptly repair or replace such damaged Work without expense to Client or Buyer. Seller shall be responsible for any loss or damage to equipment or other articles used or held for use in connection with the Work.

28. ENVIRONMENTAL PROTECTION: Unless otherwise provided for in this Purchase Order, Seller shall, at no additional cost to Buyer, furnish all necessary or advisable means, methods and safeguards to prevent any threat of or the actual exposure of any person or organism to any contaminates in the environment. Seller shall not (i) discharge or permit the escape of any substance or material to the soil or groundwater or any other body of water which may pollute the water or in any way become harmful to fish or wildlife or the public; (ii) emit or permit the escape of air contaminants, including dust or smoke, from any source whatsoever; (iii) cause or allow any other contamination of the air, water, soil, or any other environmental vehicle.

29. DELIVERY, STORAGE AND SECURITY: Seller shall have full responsibility for receiving, unloading, inspecting and storing its materials and supplies to be used at the Jobsite. Storage space will be provided by Buyer if available. However, Seller shall, at its expense, be solely responsible for protecting and maintaining security of its equipment, materials, property and employees at all times. Neither Buyer nor Client shall assume responsibility nor liability for any security measures taken by Seller.

30. BUYER'S RIGHT TO RELY: Buyer shall be entitled to rely without independent verification on the accuracy, currency and completeness of information supplied by Seller or its approved subcontractors. The obligations of Seller shall extend to any Claim which may be brought against Seller or Buyer or its or their respective officers, directors and employees arising out of or alleged in any way to involve such information.

31. INDEMNIFICATION: Seller shall indemnify, defend and hold JSL Services and ICI's clients harmless from and against any and all damages, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of or relating to any claims, causes of action, lawsuits or other proceedings, regardless of legal theory, that result in whole or in part, from Seller's (or any of Seller's subcontractors, suppliers, employees, agents or representatives): (i) intentional misconduct, negligence, or fraud, (ii) breach of any representation, warranty or covenant made herein, or (iii) products or services including, without limitation, any claims that such products or services infringe any United States patent, copyright, trademark, trade secret or any other proprietary right of any third party. Buyer shall promptly notify Seller of any claim against Buyer that is covered by this indemnification provision and shall authorize representatives of Seller to settle or defend any such claim or suit and to represent Buyer in, or to take charge of, any litigation in connection therewith.

32. RIGHT TO AUDIT: Buyer and its subcontractors shall keep accurate records and books of accounting showing all charges and related expenses incurred in performance of services hereunder. Said records shall be maintained in conformance with generally accepted accounting principles and procedures. Buyer's Customer (if Government) or DCAA shall have the right to inspect such records and perform audits for three years from the date of this Contract, on Buyer's or subcontractor's premises during business hours, or assign said audits to outside parties. Seller or subcontractor agrees to fully reimburse any recoveries in the

event of financial discoveries resulting from an audit. Buyer shall maintain the right to extend payment terms until such time as corrections have been made. The terms of this paragraph shall appear in all of Contractor's subcontracts.

33. ANTI-KICKBACK ACT OF 1986: By accepting this Order, Seller certifies that it has not offered, provided, or solicited and will not offer, provide, or solicit any kickback in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 USC §§ 51-58), both of which are incorporated herein by this specific reference, except that paragraph (c)(1) of FAR 52.203-7 shall not apply unless this Order exceeds \$100,000. "Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is provided, directly or indirectly, for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or a subcontract relating to a prime contract. Seller agrees to indemnify, defend and hold Buyer harmless from and against any losses, liabilities, offsets and expenses (including reasonable attorney's fees) arising out of or relating to Seller's failure to comply with the provisions of the Anti-Kickback Act.

34. SEVERABILITY: Should any Article, portion or application thereof of this Order be determined by a court of competent jurisdiction to be illegal, unenforceable or in conflict with any applicable law, the validity and enforceability of the remaining Articles, portion or applications thereof, including other aspects of an affected Article, shall not be impaired and, to the extent necessary, Buyer and Seller shall negotiate an equitable adjustment in the affected Articles of this Order.

35. ENTIRE AGREEMENT: This Order contains the entire agreement between parties as to the Work rendered hereunder. All previous or contemporaneous agreements, representations, warranties, promises, and conditions relating to the subject matter of this Order are hereby superseded, unless specifically added in a written Change Order/Modification, entitled "PO Change Order" and executed by the Buyer.